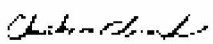


<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 52			
2. CONTRACT NUMBER EP-W-16-017			3. SOLICITATION NUMBER SOL-DC-14-00002			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/06/2015		6. REQUISITION/PURCHASE NUMBER See Schedule	
7. ISSUED BY CODE HPD			8. ADDRESS OFFER TO (If other than Item 7)  HPD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)											
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME Christine Edwards			B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 564-2182 EXT.			C. E-MAIL ADDRESS Edwards.Christine@epa.gov			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)				
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES							
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	12	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	42				
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.							
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	15	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	57				
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS							
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	17	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	18	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS					
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	21	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD					
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	29								
<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)		
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR CODE 007901598 FACILITY BATTELLE MEMORIAL INSTITUTE Attn: Ken Zeller 505 KING AVE COLUMBUS OH 43201			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)								
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE	
<b>AWARD (To be completed by government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$2,160,730.00			21. ACCOUNTING AND APPROPRIATION See schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7) See Schedule G			CODE HPD			25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) Christine Edwards						27. UNITED STATES OF AMERICA   (Signature of Contracting Officer)			28. AWARD DATE 06/19/2016		

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NAME OF OFFEROR OR CONTRACTOR  
BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 007901598 Statistical and Technical Support for the Assessment of Toxic Substances Max Expire Date: 06/12/2021 Admin Office:     HPOD     US Environmental Protection Agency     Ariel Rios Building     1200 Pennsylvania Avenue, N. W.     Mail Code: 3803R     Washington DC 20460 Delivery Location Code: OCSPP DC OCSPP DC USEPA OCSPP (Division), MC: RM: WJC East Building 1201 Constitution Ave, NW Washington DC 20004 USA  Period of Performance: 06/13/2016 to 06/12/2017  Base Period, Cost Plus Fixed Fee Requisition No: PR-OCSPP-15-00404, PR-OCSPP-16-00151, PR-OCSPP-16-00154, PR-OCSPP-16-00155, PR-OCSPP-16-00158, PR-OCSPP-16-00159, PR-OCSPP-16-00166, PR-OLEM-16-00192  Accounting Info: 16-17-B-69E-401CD6-2505-TPCMRCZ-1669EXXX01-001 BFY: 16 EFY: 17 Fund: B Budget Org: 69E Program (PRC): 401CD6 Budget (BOC): 2505 Cost: TPCMRCZ DCN - Line ID: 1669EXXX01-001 Funding Flag: Partial Funded: \$226,000.00 Accounting Info: 16-17-B-69E-401CD6-2505-TPCMREZ-1669EAP001-001 BFY: 16 EFY: 17 Fund: B Budget Org: 69E Program (PRC): 401CD6 Budget (BOC): 2505 Cost: TPCMREZ DCN - Line ID: 1669EAP001-001 Funding Flag: Partial Funded: \$25,000.00 Accounting Info: 16-17-B-69E-401CD7-2505-TPLNRZZ-1669EAP002-001 BFY: 16 EFY: 17 Fund: B Budget Org: 69E Program (PRC): 401CD7 Budget (BOC): 2505 Cost: TPLNRZZ DCN - Line ID: 1669EAP002-001 Funding Flag: Partial Funded: \$25,000.00 Accounting Info: Continued ...</p>				



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NAME OF OFFEROR OR CONTRACTOR  
BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	16-17-B-69E-401CD7-2505-TPLNMZZ-1669EAP003-001 BFY: 16 EFY: 17 Fund: B Budget Org: 69E Program (PRC): 401CD7 Budget (BOC): 2505 Cost: TPLNMZZ DCN - Line ID: 1669EAP003-001 Funding Flag: Partial Funded: \$40,000.00 Accounting Info: 16-17-B-31P-302DA1-2585-1631PDP011-001 BFY: 16 EFY: 17 Fund: B Budget Org: 31P Program (PRC): 302DA1 Budget (BOC): 2585 DCN - Line ID: 1631PDP011-001 Funding Flag: Partial Funded: \$20,000.00 Accounting Info: 16-E1-69F-401C10-2505-QL-TSLR310-1669F15003-001 BFY: 16 Fund: E1 Budget Org: 69F Program (PRC): 401C10 Budget (BOC): 2505 Job #: QL Cost: TSLR310 DCN - Line ID: 1669F15003-001 Funding Flag: Partial Funded: \$22,000.00 Accounting Info: 16-17-B-69E-401CD6-2505-1669EPO001-002 BFY: 16 EFY: 17 Fund: B Budget Org: 69E Program (PRC): 401CD6 Budget (BOC): 2505 DCN - Line ID: 1669EPO001-002 Funding Flag: Partial Funded: \$10,000.00 Accounting Info: 15-16-B-69E-401CD7-2505-TPLNMZZ-1569EFO007-001 BFY: 15 EFY: 16 Fund: B Budget Org: 69E Program (PRC): 401CD7 Budget (BOC): 2505 Cost: TPLNMZZ DCN - Line ID: 1569EFO007-001 Funding Flag: Partial Funded: \$94,000.00 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711				
0002	Base Period, Level of Effort (Not Separately Priced) Continued ...	16000	HR		NSP

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NAME OF OFFEROR OR CONTRACTOR  
BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Base Period, Optional Quantity Cost Plus Fixed Fee (Option Line Item)				1,077,104.00
0004	Base Period, Optional Quantity Level of Effort (Option Line Item) (Not Separately Priced)	8000	HR		0.00
0005	Option Period 1 Period, Cost Plus Fixed Fee (Option Line Item)				2,198,293.00
0006	Option Period 1 Period, Level of Effort (Option Line Item) (Not Separately Priced)	16000	HR		0.00
0007	Option Period 1 Period, Optional Quantity Cost Plus Fixed Fee (Option Line Item)				1,096,084.00
0008	Option Period 1 Period, Optional Quantity Level of Effort (Option Line Item) (Not Separately Priced)	8000	HR		0.00
0009	Option Period 2 Period, Cost Plus Fixed Fee (Option Line Item)				2,242,905.00
0010	Option Period 2 Period, Level of Effort (Option Line Item) (Not Separately Priced)	16000	HR		0.00
0011	Option Period 2 Period, Optional Quantity Cost Plus Fixed Fee (Option Line Item)				1,118,352.00
0012	Option Period 2 Period, Optional Quantity Level of Effort (Option Line Item) (Not Separately Priced)	8000	HR		0.00
0013	Option Period 3 Period, Cost Plus Fixed Fee (Option Line Item) Continued ...				2,302,616.00

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NAME OF OFFEROR OR CONTRACTOR

BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0014	Option Period 3 Period, Level of Effort (Option Line Item) (Not Separately Priced)	16000	HR		0.00
0015	Option Period 3 Period, Optional Quantity Cost Plus Fixed Fee (Option Line Item)				1,148,125.00
0016	Option Period 3 Period, Optional Quantity Level of Effort (Option Line Item) (Not Separately Priced)	8000	HR		0.00
0017	Option Period 4 Period, Cost Plus Fixed Fee (Option Line Item)				2,367,973.00
0018	Option Period 4 Period, Level of Effort (Option Line Item) (Not Separately Priced)	16000	HR		0.00
0019	Option Period 4 Period, Optional Quantity Cost Plus Fixed Fee (Option Line Item)				1,180,743.00
0020	Option Period 4 Period, Optional Quantity Level of Effort (Option Line Item) (Not Separately Priced)	8000	HR		0.00

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## **SECTION A - Solicitation/Contract Form**

### ***A-1 Clauses***

## **SECTION B - Supplies or Services/Prices**

### ***B-1 Clauses***

#### **B-1 Local Clauses 1552.211-73 LEVEL OF EFFORT - COST REIMBURSEMENT TERM CONTRACT (AUG 1995)(DEVIATION)**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 16,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(end of clause)

#### **B-2 Local Clauses 1552.211-74 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within seven (7) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within fifteen (15) calendar days after receipt of a work assignment, the Contractor shall submit one (1) copy(ies) of a work plan to the Contracting Officer's Representative and one (1) copy(ies) to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within thirty (30) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within forty-five (45) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

### **B-3 Local Clauses EPA-B-16-102 ESTIMATED COST AND FIXED FEE**

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is \$2,160,730.

### **B-4 Local Clauses EPA-B-31-101 OTHER DIRECT COSTS**

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Base Period Other Direct Costs: (b)(4)

### **B-5 Local Clauses EPA-B-32-101 LIMITATION OF FUNDS NOTICE**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through November 30, 2016.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

Funding Action Estimated Cost Fixed Fee Total CPFF

Previous Amount See Attachment #6

This Modification []

Total Funded []

Total Per Contract []

Balance Unfunded []

## SECTION C - Description/Specifications

### C-1 Clauses

#### C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

(End of clause)

#### C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work included in Attachment #1. Work will be ordered against the subject statement of work through Contracting Officer issuance of work assignments.



## **SECTION D - Packaging and Marking**

### ***D-1 Clauses***

## **SECTION E - Inspection and Acceptance**

### ***E-1 Clauses***

#### **E-1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

#### **E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

See Attachment #2 for clause in full text.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

## **SECTION F - Deliveries or Performance**

### ***F-1 Clauses***

#### **F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)**

#### **F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment #4. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

(End of clause)

#### **F-3 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (SEP 2013)**

- (a) The Contractor shall furnish via email one electronically submitted copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
  - (1) For the current reporting period, display the amount claimed.
  - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
    - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies Addressee Address (email and/or shipping)

1 Contracting Officer's Representative. Cynthia Bowie (bowie.cynthia@epa.gov)

1 Contracting Officer. Sheila Dolan (dolan.sheila@epa.gov)

(End of clause)

**F-4 EPAAR 1552.211-75 WORKING FILES. (APR 1984)**

**F-5 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2015)**

**F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from June 13, 2016 through June 12, 2017 exclusive of all required reports.

## **SECTION G - Contract Administration Data**

### ***G-1 Clauses***

#### **G-1 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)**

#### **G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(End of clause)

**G-3 EPAAR 1552.242-70 INDIRECT COSTS. (APR 1984)**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost center	Period	Rate	Base
See Attachment #5	[ ]	[ ]	[ ]

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost center	Period	Rate	Base
None	[ ]	[ ]	[ ]

(End of clause)

#### **G-4 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

##### **Contract Property Administration Requirements**

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

##### **2. Contract Property Administration (CPAR)**

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek



resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

### 3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

### 5. Records of Government Property.

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to

retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

#### Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

#### **G-5 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Cynthia Bowie, COR Phone - (202) 564-7726 Email address - bowie.cynthia@epa.gov

[]

Contracting Officials responsible for administering this contract are as follows:

Sheila Dolan, CO Phone - (202) 564-4383 Email address - [dolan.sheila@epa.gov](mailto:dolan.sheila@epa.gov)

[]

## SECTION H - Special Contract Requirements

### *H-1 Clauses*

**H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)**

**H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)**

**H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) -- ALTERNATE I (AMY 1994)**

**H-4 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)**

**H-5 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)**

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover a base period option periods:

Period	Period of Performance
Option Period 1	June 13, 2017 to June 12, 2018
Option Period 2	June 13, 2018 to June 12, 2019
Option Period 3	June 13, 2019 to June 12, 2020
Option Period 4	June 13, 2020 to June 12, 2021

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort for each option period.

Period	Level Of Effort
Option Period 1	16,000
Option Period 2	16,000
Option Period 3	16,000
Option Period 4	16,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

Period	Estimated Cost	Fixed Fee	Total
Option Period 1	(b)(4)	(b)(4)	\$2,198,293
Option Period 2			\$2,242,905
Option Period 3			\$2,302,615

Option Period 4	(b)(4)	(b)(4)	\$2,367,973
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(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period	Other Direct Costs (ODCs)
Option Period 1	(b)(4)
Option Period 2	
Option Period 3	
Option Period 4	
(End of clause)	

**H-6 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT.  
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort
Base Period	8,000
Option Period 1	8,000
Option Period 2	8,000
Option Period 3	8,000
Option Period 4	8,000

The Government may issue a maximum of four (4) orders to increase the level of effort in blocks of 2,000 hours during any given period.

The estimate cost and fixed fee of the optional quantity is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	(b)(4)	(b)(4)	\$1,077,104
Option Period 1			\$1,096,084
Option Period 2			\$1,118,352
Option Period 3			\$1,148,125
Option Period 4			\$1,180,743

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimate Cost	Fixed Fee	Total
Base Period	(b)(4)	(b)(4)	\$269,27
Option Period 1			\$274,02
Option Period 2			\$279,58
Option Period 3			\$287,03
Option Period 4			\$295,18

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.



(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

Period	Other Direct Costs (ODCs)
Base Period	(b)(4)
Option Period 1	
Option Period 2	
Option Period 3	
Option Period 4	

The "not to exceed amounts" for elements of other direct costs (ODCs) for each multiple of hours will be increased as follows:

Period	Other Direct Costs (ODCs)
Base Period	(b)(4)
Option Period 1	
Option Period 2	
Option Period 3	
Option Period 4	

(End of clause)

**H-7 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)**

**H-8 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

(End of clause)



**H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

**H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

**H-11 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures

contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

**H-12 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

- (1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.
- (2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.
- (3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.
- (4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

**H-13 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

(End of clause)

**H-14 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

#### **H-15 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

#### **H-16 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)**

(a) Definitions.

*Contracting officer technical representative (COTR)*, means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

*Task order*, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.



(End of clause)

**H-17 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager: (b)(4)

Quality Assurance Manager, (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

**H-18 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)**

**H-19 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.



(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 30 days (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 30 days (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by

which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

**H-20 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

## **SECTION I - Contract Clauses**

### ***I-1 Clauses***

**I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)**

**I-2 FAR 52.203-3 GRATUITIES. (APR 1984)**

**I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**

**I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

**I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)**

**I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

**I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)**

**I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)**

(a) Definition.

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<http://www.epa.gov/oig/hotline.html>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

**I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)**

**I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**I-13 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2015)**

**I-14 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)**

**I-15 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)**

**I-16 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)**

**I-17 FAR 52.210-1 MARKET RESEARCH. (APR 2011)**

**I-18 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)**

**I-19 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**I-20 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)**

**I-21 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the thirtieth (30th) day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying



any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

**I-22 FAR 52.216-8 FIXED FEE. (JUN 2011)**

**I-23 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding n/adollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is n/adollars.

(End of clause)

**I-24 FAR 52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)**

(a) A n/a definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter

contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a n/a proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is (insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data:)

n/a

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### **I-25 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) calendar days..

(End of clause)

#### **I-26 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty (30) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days (*60 days unless a different number of*

*days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.(months)(years).

(End of clause)

**I-27 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)**

[ ] Offeror elects to waive the evaluation preference.

**I-28 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)**

**I-29 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2015)**

**I-30 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**

**I-31 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)**

The Contractor represents that it \_\_\_\_ is, \_\_\_\_ is not a small business concern under NAICS Code 541620 assigned to contract number EP-W16-017. *(Contractor to sign and date and insert authorized signer's name and title).*

**I-32 FAR 52.222-3 CONVICT LABOR. (JUN 2003)**

**I-33 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)**

**I-34 FAR 52.222-26 EQUAL OPPORTUNITY. (APR 2015)**

**I-35 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce

the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I-36 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I-37 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)**

**I-38 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**

**I-39 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)**

**I-40 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)**

**I-41 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**I-42 FAR 52.223-14 ACQUISITION OF EPEAT(R)-REGISTERED TELEVISIONS. (JUN 2014)**

**I-43 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**I-44 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**I-45 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (OCT 2015)**

**I-46 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE V (DEC 2007)**

**I-47 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)**

**I-48 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)**

**I-49 FAR 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2015)**

**I-50 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (OCT 2015)**

**I-51 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)**

**I-52 FAR 52.232-17 INTEREST. (MAY 2014)**

**I-53 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)**

**I-54 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**

**I-55 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) - ALTERNATE I (FEB 2002)**

**I-56 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)**

**I-57 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**I-58 FAR 52.233-1 DISPUTES. (MAY 2014)**

**I-59 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**

**I-60 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I-61 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

**I-62 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

**I-63 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)**

**I-64 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**

**I-65 FAR 52.242-13 BANKRUPTCY. (JUL 1995)**

**I-66 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987)**

**I-67 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)**

(a) *Definitions.* As used in this clause-

*Approved purchasing system* means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

*Consent to subcontract* means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)



(End of clause)

**I-68 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**

**I-69 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (FEB 2016)**

**I-70 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)**

**I-71 FAR 52.245-9 USE AND CHARGES (APR 2012)**

**I-72 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I-73 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**

**I-74 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

**I-75 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): FAR:  
<https://www.acquisition.gov/FAR/loadmainre.html> EPAAR:  
<http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

**I-76 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 1515) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I-77 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

## SECTION J - List of Documents, Exhibits and Other Attachments

### *J-1 List of Documents, Exhibits, and Other Attachments*

Attachment Number	Title	Date	Number of Pages	Cross-Reference Material	Document Version
1	Statistical and Technical Support for the Assessment of Toxic Substances	06/08/2016	9		BASE
4	Higher-Level Contract Quality Requirement	06/08/2016	2		BASE
5	Indirect Costs	06/10/2016	1		BASE
6	Limitation of Funds	06/10/2016	1		BASE
8	Invoice Preparation Instructions	06/08/2016	4		BASE
9	Reports of Work	06/08/2016	1		BASE

### *J-2 Clauses*

## **STATISTICAL & TECHNICAL SUPPORT FOR THE ASSESSMENT OF TOXIC SUBSTANCES**

### **BACKGROUND**

The Environmental Protection Agency (EPA) Office of Pollution Prevention and Toxics (OPPT) of the Office of Chemical Safety and Pollution Prevention Washington, D.C., under the auspices of the Toxic Substances Control Act (TSCA), (Sections 4, 5, 6 and 8 (Title IV) and Goal 4 - of the OPPT Mission; Healthy Communities and Ecosystems; Sub-objective 4.1.1: Reduce Chemical Risks; has the responsibility to collect data for chemical assessments and to support the regulatory and pollution prevention activities of the Office. These studies relate to organic and inorganic substances under the jurisdiction of TSCA.

### **OBJECTIVE**

The purpose of this procurement is to provide statistical, mathematical, field data collection, and technical analysis support and planning for OPPT programs. This capability is needed to identify long and short term program objectives, develop well formulated data collection programs, provide the means to track progress made toward meeting stated program objectives and to conduct those statistical, technical and scientific studies that will provide for technically feasible, fiscally sound and effective programs. OPPT also provides support for programs in the areas of economics, chemistry, engineering, and exposure assessment. OPPT's economic analysis supports rulemaking and helps the Agency determine promising non-regulatory approaches. OPPT also manages the Risk -Screening Environmental Indicators Model, which provides information on the relative risk impacts of chemical releases from industrial facilities, and leads the Design for the Environment and Green Chemistry Programs, which focus on voluntary pollution prevention.

The work performed under this solicitation will include EPA's lead-based paint (LBP) program, which has a goal of eliminating childhood lead poisoning as a major public health concern. The LBP program provides technical and program development assistance to the U.S. Department of Housing and Urban Development (HUD) in the areas of detection, measurement, and abatement/management of lead-based paint hazards in housing. This support was formalized in a Memorandum of Understanding between EPA and HUD signed in the spring of 1989. The Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) gives EPA a strong role in addressing the national problems of lead-based paint in housing and the broader problem of childhood lead poisoning. EPA's lead strategy recognizes lead-based paint in housing as an important contributor to elevated blood lead levels in children. More specific program goals and objectives will be identified in work assignments.

EPA's budget and individual projects are tied to the Government Performance and Results Act (GPRA) goals. The agency is required to report to the Congress on its progress towards meeting those goals. This procurement may be used to evaluate EPA's progress under specific GPRA goals.

### **SCOPE OF WORK**

The contractor shall develop reasonable and cost-effective approaches to accomplish the objectives of each work assignment. Various financial and time constraints specified in work assignments will limit the extent of any project and the contractor shall deliver optimum value in light of these constraints. As

specified in work assignments, the contractor shall develop the required data in a format (specifications to be provided in work assignments or by written technical direction) which is compatible and consistent with existing data and databases. The contractor shall comply with the agency's Quality Program Policy Standards and Procedures, per EPA Orders CIO 2106.0 and CIO 2105.0 in the performance of the work under this contract. During performance of the contract, the contractor shall immediately inform the Project Officer by telephone and in writing of any problems that impede performance, suggest corrective actions necessary to solve the problems, and implement these actions as specified by the contracting officer.

The contractor shall perform tasks, as specified by work assignments, in the following five areas: (1) Collection of Data; (2) Analysis of Data; (3) Technical Program Support- General; (4) Technical Support-Specific and (5) Physical Testing. All activities will be accomplished using level of effort contracting and performance-based contracting.

The contractor is required to comply with all Section 508 requirements in work areas that are held to such requirements under EPA Order 2100.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract when interaction with EPA officials, federal agencies, state, tribal and local governments, businesses, industry and the general public. The badge shall contain the individuals name and the company's name and logo. When participating in any event, meeting or discussion, contractor staff shall verbally identify themselves as contractor personnel, so that there is not a possible appearance of being EPA officials.

The contractor shall submit all analyses, options, recommendations, reports and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the contract shall: explain or rank policy or action alternatives, describe procedures used to arrive at recommendations, summarize the substance of deliberations, report any dissenting views, list the sources relied upon, and detail the methods and considerations upon which the recommendations are based.

The contractor shall prepare a Quality Assurance Project Plan (QAPP) and obtain EPA approval of the QAPP before the conduct of environmental data activities.

## DELINEATION OF TASKS

### Task I. Collection of Data

1. Develop and implement statistically-valid experimental and survey designs for field monitoring, laboratory studies or other data collection efforts, including the design of data collection forms. A particular study to be performed by the contractor may involve one or more environmental media and the detection and quantification of residue levels of one or more chemicals. The contractor shall determine probable biases and sources of error due to sampling and analytical methods employed and recommend design and/or analysis modifications to minimize error. The contractor shall recommend the proper sample collection program. The contractor shall assess the method of sample collection and the chemical analytical procedure in the design of collection routine. The contractor shall evaluate the basic design

issues concerning the method of specimen collection, time period of collection, and duration of the collection effort to ensure statistically-valid and reproducible results.

2. As specified in individual work assignments, the contractor shall:

a. Develop the statistical design for a national or local probability survey where data collection involves the gathering of information, such as information on consumer habits or the work practices of various subgroups exposed to a particular chemical or group of chemicals. The contractor shall develop a sampling frame using available resources to target and access the desired population. The survey developed by the contractor may use telephone or mail procedures for data collection and the contractor shall design and test a questionnaire for obtaining the necessary information.

b. Collect and/or measure environmental and biological samples and administer questionnaires and perform visual inspections or visual assessments, and provide appropriate training for personnel who perform such tasks.

c. Prepare sufficient documentation for administering a questionnaire or similar device to persons participating in a data collection effort. The documentation prepared by the contractor shall adhere to OMB approval requirements, and shall comply with OPPT objectives as specified in work assignments.

d. Perform probabilistic modeling to test proposed sampling protocols in order to optimize study design.

e. Provide expertise and perform tasks related to preparation of information collection packages under the Paperwork Reduction Act for purposes of EPA obtaining Office of Management and Budget (OMB) approval for data collection activities. The contractor shall perform in accordance with EPA Guidance on completing information collection packages.

f. Provide expert technical or peer review of statistical studies, including review and comment upon various monitoring protocols and studies.

g. Develop statistically-valid options for study and experimental design including sample size, schedule and cost options. The contractor shall include the pros and cons for each option.

h. Develop and implement results and performance evaluation studies, to evaluate federal, state, or local government programs, regulations, and guidance. This includes the development of plans, designs, objectives, sampling frames, questionnaires, and other survey instruments. This also includes training survey staff with appropriate training materials, contacting survey participants and administering questionnaires and collecting samples as necessary.

## Task II. Data Analysis

1. The contractor shall provide the statistical and other technical expertise necessary to support ongoing OPPT programs including: analyzing data, interpreting results, writing reports for publication, providing briefing materials and carrying out briefings on status and results, performing all necessary quality assurance, (including validation) studies, conducting pilot studies as necessary prior to implementation of full studies, and tracking the status of the studies.

2. The contractor shall perform the following tasks: determine the reliability of the data; extrapolate results for exposure assessment studies and exposure projections, conduct model development validation

and prediction verifications from previous studies, and apply the data to programs other than the program which initiated the specimen collection and chemical analysis effort as needed.

3. The contractor shall process and analyze existing data sets containing data from previously conducted monitoring studies. The contractor shall interpret existing data in light of EPA information needs and objectives as specified in work assignments and present results in both statistical and non-statistical language. In addition, the contractor shall develop and maintain databases resulting from monitoring and field studies, as well as those data collected via other means, and provide documentation of the databases.

4. The contractor shall: utilize state-of-the-art statistical methodology, such as pattern recognition techniques or measurement error analyses, where appropriate, to analyze data collected by the contractor or to analyze data furnished by EPA; analyze data using appropriate statistical techniques commensurate with the way the data was collected; provide documentation of data sources and data description, and documentation of analysis techniques and methods; conduct simulation studies and perform mathematical or probabilistic modeling to test proposed sampling and data collection protocols in order to evaluate the efficiency of the study design; write reports on data analysis for publication and develop and maintain databases resulting from monitoring and field studies, as well as those data collected via other means, and provide required documentation.

5. The contractor shall provide statistical and analytical quality assurance expertise and perform tasks necessary to support OPPT, and the National Program Chemicals Division. Specifically, the contractor shall support the exposure assessment activities through the collection and analysis of new and existing data, and provide an assessment of their applicability to Agency needs. The contractor shall perform the following tasks: a) determine the quality and reliability of the data; b) extrapolate results for exposure assessment studies and exposure projections; c) conduct model development, validation and prediction activities from previously existing studies; and d) apply the data to other programs as necessary.

6. The contractor shall conduct statistical analysis of chemical assessment data, quantitative risk assessments (QRAs), hazard assessments, and epidemiological studies and reviews.

### Task III. Technical Program Support - General Support

1. Provide literature searches of technical studies on technical or scientific topics and provide lists and/or summaries of the studies obtained through the literature search.

2. Provide technical review or peer review of statistical, biostatistical, epidemiologic and other technical studies, or portions of those studies. This includes review of plans, designs, protocols, statistical and chemical analysis methods, questionnaires, data analyses, draft and published reports, brochures, pamphlets, and journal or book articles.

3. Develop guidelines and fact sheets for dissemination to both professionals and to the general public. Conduct focus groups or other review mechanisms by the intended users of the guidelines or fact sheets to obtain feedback and reaction prior to publication.

4. Provide data and accompanying documentation in appropriate paper and computer file formats that can be released to EPA, other federal and state agencies, and to the general public. The format of the data can vary from ASCII files, to Word files, to SAS files.

5. Use or develop statistical analysis and economic/risk assessment procedures to evaluate competing technologies on the basis of their cost effectiveness, their effectiveness toward meeting program objectives and the technological risks associated with the program's likelihood of success.

6. Plan, design, and implement public seminars or workshops both nationally and internationally on technical issues at which recognized experts would have the opportunity to present state-of-the-art methodologies, results, and emerging issues.
7. Develop and present technical training sessions for EPA staff in statistics, chemistry, biology, epidemiology, and computer science.
8. Develop products or deliverables required under this contract utilizing available technological approaches for information dissemination that are appropriate to the subject matter involved. Existing techniques, information formats and information dissemination approaches can include, but are not limited to: Compact Disc, Video and Audio Recordings, Internet accessible information files, Color graphics, and Local and Wide Area Networks. The use of these technologies shall be identified in the work plan and approved by the work assignment manager.
9. Provide briefing and presentation materials on the analyses and projects conducted under this contract. Conduct briefings when requested on the analyses and projects conducted under this contract.
10. Complete reports for EPA publication on the projects conducted under this contract. This includes responding to all technical and editorial comments on the draft reports so as to produce a final report that meets EPA criteria and standards for publication, developing and producing report cover designs consistent with EPA standards, submitting camera-ready copies of the report and cover design for submission to the EPA print shop, and, if requested in the work assignment, a version of the report suitable for inclusion on an Internet Web Page.
11. As specified in work assignments, coordinate and conduct meetings and briefings at which the contractor shall present results of the research and analyzes performed under this contract. The contractor shall present technical papers at conferences. The contractor shall also conduct focus groups and stakeholder meetings with the objective of obtaining feedback and reaction from interested parties regarding technical products and planning.
12. Develop publication formats using state-of-the-art technology, such as videos, CD-ROMs, computer diskettes, Internet-accessible files, illustrated brochures, and presentation slides, overheads, and graphics to make technical reports, guidelines, fact sheets, and other products available to the widest possible audience.
13. Where required, provide logistical support for technical meetings. This support includes, but is not limited to, providing meeting space when Government space is not available; court reporter services; appropriate meeting presentation equipment; preparation of agendas; meetings information to participants; and proceedings of the meeting.
14. Develop strategy documents for responding to health, environmental, and related issues.
15. Develop technical guidelines and provide support for the development of regulations for TSCA chemicals.

#### Task IV. Technical Program Support - Program Specific

1. Conduct technical studies on a variety of TSCA program issues. The contractor shall evaluate new and emerging technologies to assess their impact on meeting the objectives of the TSCA program.



2. Evaluate current and proposed technology to measure, detect, or reduce exposure to toxic substances, including lead, mercury, polychlorinated biphenyls, and other chemicals of concern under TSCA.
3. Support programs that evaluate the risks of classes of chemicals by maintaining program information, tracking progress of program chemicals, evaluating correspondence and test plans, providing robust summary submissions and updating the web site as well as analyzing program status.
4. Provide support to the Lead Renovation, Repair, and Painting regulation for Public and Commercial Buildings. This may include research on work practices and maintenance procedures.
5. Provide support to the Mercury Program in the areas of addressing mercury releases, addressing mercury uses in products and processes, managing commodity-grade mercury supplies, communicating to the public about mercury exposure risks, addressing international mercury sources and conducting mercury research.
6. Provide risk exposure assessments relating to PCBs and other potential environmental contaminants such as Mercury and Dioxins. These assessments are performed using easily available information from the open literature, EPA files or other sources and require experience in conducting environmental chemical/compound (PCBs, Dioxins, Mercury) risk investigations. Specifically, this element includes, but is not limited to: (1) maintaining PCB Transformer Registration spreadsheets; (2) developing and formatting outreach materials for chemicals of interest; (3) conducting peer reviews of technical guidance, and (4) conducting market surveys.
7. The contractor shall provide support to EPA's Existing Chemicals Program which addresses pollution prevention, risk assessment, hazard and exposure assessment and characterization, and risk management for chemical substances in commercial use. For the chemicals that EPA identifies as high hazard and risk, EPA will choose from among many actions that it is authorized to take under the Toxic Substances Control Act. The Agency may pursue such regulatory actions as restricting chemical use through banning its manufacture/import, issuing Significant New Use Rules that require manufacturers/importers to alert EPA of any new uses, and publishing test rules that require the chemical industry to supply EPA with additional data. Among other options, the Agency will also analyze safer substitute chemicals and consider voluntary phase-outs from the chemical manufacturers. Specifically the contractor shall assist EPA with managing chemical data under its Chemical Data Reporting (CDR). Work may include supporting Internet communications, preparing webinar and training modules, and producing outreach materials. EPA may ask for help in querying CDR information, and may also require assistance in querying previous chemical data reporting cycles related to the Inventory Update Reporting (IUR) periods of 2006 and earlier. EPA may request CDR/IUR statistics in terms of chemical production volume, companies, industrial processing and use, consumer and commercial use, and other related information.

#### Task V: Physical Testing

1. The contractor shall apply Quality Assurance (QA) methodology and guidelines, including Quality Assurance Project Plans (QAPPs) and Data Quality Objectives (DQOs), to all physical testing requirements specified in the individual work assignments. Because of the complexity and variety of these requirements, the performance objectives, and performance standards will be defined at the work assignment level. A Quality Assurance Plan (QAPP) shall be submitted by the contractor in accordance with the schedule for each work assignment. Testing will not commence until the EPA Quality Assurance Manager has approved the QAPP. The QAPP shall be the primary evaluative tool for the Project Office when determining successful performance.



2. The contractor shall perform laboratory analysis of environmental and biological samples for the full range of the Office of Chemical Safety and Pollution Prevention chemicals. All testing shall be performed in accordance with the approved QAPP. These tests and analysis include, but are not limited to, inorganic compounds such as lead, mercury and other heavy metals; Persistent, Bioaccumulative and Toxic chemicals such as mercury, cadmium and lead; organic compounds such as dioxin, furans and PCBs; endocrine disruptors such as estrogen and androgens; Voluntary Children's Chemical Evaluation Program chemicals such as perfluorooctanoic acid (PFOA) and vinylidene chloride; isotopic analysis of compounds such as lead oxide to determine the source of the element or compound; geochemical reactions such as mercury methylation in sulfur cycling; microbial agents and biochemical reactions ; and blood, hair, urine and various types of tissue samples from both humans and animals. This shall be accomplished using state-of-the-art quality control and quality assurance mechanisms to ensure the validity of the laboratory results. Frequently, the analyses will require analytical methods that are commonly available in commercial laboratories.

3. QAPPs shall include the following information: problem definition; quality objectives and criteria for measurement data; experimental design; analytical methods; quality control; data management; assessment/oversight; data review, validation and verification; verification and validation methods; and reconciliation with user objectives. Specific QAPP requirement will be specified in the individuals work assignments.

## PERFORMANCE MEASURES

### Task I. Collection of Data

Once a year (during each contract period of performance) the Government shall review the promptness of submitting a final report as required in the work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee associated in that Work Assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

### Task II. Data Analysis

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the final report as required in work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignments.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

### Task III. Technical Program Support - General Support

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the final report as required in the work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

#### Task IV. Technical Program Support - Program Specific

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the final report as required in the work assignment. If the contractor is late more than 14 calendar days from the due date, as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

#### Task V: Physical Testing

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the QAP's as required in the work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the submitted QAPP's as required in work assignment. If the contractor's QAPP is missing one or more of the required elements as listed in number 3 above, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the results of the physical testing as required in work assignment. If the contractor has failed to perform the physical testing in accordance with the approved QAPP the Government shall take a 30% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

#### ATTACHMENT #4

##### E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FEB 1999)

The contractor shall comply with the higher-level quality standard selected below:

Title	Numbering	Date	Tailoring
Specifications and Guidelines for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: (*CO, select one or more*)

CO Select	Documentation	Specifications
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
	Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Project Officer. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: (*CO, select one or more*)

<b>CO Select</b>	<b>Documentation</b>	<b>Specification</b>	<b>Due After</b>
	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of contract
	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]	Award of contract
	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/11]	Award of contract
	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of contract
X	Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of Statement of Work for the project
	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of Statement of Work for the project
	Other Equivalent:		

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, Project Officer. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(End of clause)

## Attachment #5

### EPAAR 1552.242-70 INDIRECT COSTS (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

(b)(4)		Rate	
(b)(4)		(b)(4)	
(b)(4)		(b)(4)	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

NONE

## Attachment #6

### EPA-B-32-101 Limitation of Funds Notice

#### Base Period

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted for both cost and funds in the amount of (b)(4) are allotted to cover the corresponding increment of fixed fee during the base period. The amount allotted for costs is estimated to cover the contractor's performance through November 30, 2016.

A recap of the estimated cost and fee and the funding levels to date are as follows:

Base Period	Previous Total	Current Action	New Total
<u>Contract Totals</u>			(b)(4)
Estimated Cost	\$0.00	\$0.00	
Fixed Fee	\$0.00	\$0.00	
Cost Plus Fixed Fee	\$0.00	\$0.00	\$2,160,730.00
<u>Funding Totals</u>			
Allocated Cost	\$0.00	(b)(4)	
Reserved for Fee	\$0.00		
Limitation of Cost	\$0.00	\$462,000.00	\$462,000.00

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

(d) The contractor shall notify the Agency 30 days prior to exhausting the current level of funding on the contract.

ATTACHMENT #8

INVOICE PREPARATION INSTRUCTIONS  
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.



Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an

explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contract or exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

**ATTACHMENT #9  
REPORTS OF WORK**

Reporting may be required under each work assignment and a detailed description of routine required reports will be identified within individual work assignments. These reports may include, but are not limited to the following:

- Bi Weekly Progress Updates
- Preliminary and Final Data Analyses Reports
- Technology Review and Assessment Reports
- Preparedness and Response Plans
- Concept of Operations Plans
- Data Summaries
- Risk Analyses and Communications Plans
- Cost Analyses Documents
- Technical Bulletins and/or Pamphlets
- Public Communication Bulletins and/or Pamphlets